



Kurt E. Floren
Agricultural Commissioner/
Director of Weights and Measures

COUNTY OF LOS ANGELES
Department of
**Agricultural Commissioner/
Weights and Measures**

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>

Robert G. Atkins
Chief Deputy

June 7, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO VARIOUS WEED ABATEMENT CONTRACTS
FOR INCREASE IN TOTAL CONTRACT AMOUNT AND CONTRACTOR'S NAME
CHANGE TO PAN AMERICAN BRUSH CLEARANCE, INC.
FISCAL YEAR 2005-2006
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Amendments to Contract 74906 with Apple's Tractor Service, 74908 with KPS Property Maintenance, 74913 with Ray Byers and Company, 74915 with SR Landscape, and 74911 with Pan American Brush Clearance (formerly Pan American Landscaping) to increase the contract sum of each agreement, effective July 1, 2005 through June 30, 2006.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures to approve Contractor's name change from Pan American Landscaping, Inc. to Pan American Brush Clearance, Inc. for County Agreement 74911.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM), Weed Abatement Division to continue providing essential fire prevention services throughout the unincorporated areas of the County and contract cities.

In addition to approving an increase in each contract sum, the Board acknowledges the name change to Pan American Brush Clearance, Inc., for Amendment to Contract 74911.

The success of the weed abatement program depends on the timely abatement of fire hazards posed by weeds and brush. An integral part of the annual program requires the use of hand crews, tractors and specialized power equipment which are furnished under contract by private vendors.

This season's climatic conditions and resulting heavy weed growth have necessitated this request for additional vendor work for tractor discing and handwork. Therefore, we are asking that the Board approve the following amendments to vendor contracts:

Contract 74906, Apple's Tractor Service, from \$9,408 to \$12,448.

Contract 74908, KPS Property Maintenance, from \$6,750 to \$29,250.

Contract 74913, Ray Byers and Company, from \$62,275 to \$100,515.

Contract 74915, SR Landscape, from \$10,500 to \$21,000.

Contract 74911, Pan American Brush Clearance, Inc., formerly Pan American Landscaping, Inc., from \$15,760 to \$19,700.

The total increase in contract authority is \$78,220.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4) and Community Services (Goal 6).

The use of vendors allows the ACWM to provide an efficient, cost-effective response to the seasonal workload demands of hazardous weed and brush abatement.

FISCAL IMPACT/FINANCING

These contracts are 100% revenue offset and there is no increase in ACWM's net county cost. The contract increases are fully-offset by anticipated weed abatement revenue through property tax liens and direct charges.

The Honorable Board of Supervisors
June 7, 2005
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Contracts 74906, 74908, 74913, 74915, and 74911 were originally awarded on June 15, 2004 and are effective through June 30, 2005 with renewal options. If approved, the Amendments to the Contracts will increase the total contract amounts and may be extended upon mutual agreement for two (2) one-year periods.

ACWM has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Amendments.

The Amendments have been reviewed by County Counsel and are approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will enable the ACWM to abate the present hazardous conditions through the end of the 2005-2006 fiscal year.

CONCLUSION

When approved, ACWM requires one (1) signed copy of the Amendments and minute order of the Board's action.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner/
Director of Weights and Measures

KEF:RGA:RS:cm
Amend20042005new

Attachment

c: Chief Administrative Officer
County Counsel
Auditor-Controller

WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Apple's Tractor Service, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the Information for Bidders, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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2 **2. TERM OF AGREEMENT**

3 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
4 Agreement shall be for period commencing from the date of Board Approval, through June 30,
5 2005. It may be extended two times upon mutual agreement. Each extension period shall be for
6 12 months upon mutual agreement on terms acceptable to the COUNTY.

7 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
8 months from the expiration of the term as provided for herein above. Upon occurrence of this
9 event, Contractor shall send written notification to Agricultural Commissioner at the address
10 herein provided in paragraph 11.

11 **3. CONTRACTOR OBLIGATIONS**

12 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant
13 to paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
14 requirement during the term of this agreement.

15 **4. BILLING AND PAYMENT**

16 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in
17 accordance with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and
18 rate of service to be provided, are itemized in attached Appendix A.

19 **5. TERMINATION FOR IMPROPER CONSIDERATION**

20 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
21 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form,
22 was offered or given by CONTRACTOR, either directly or through an intermediary, to any
County officer, employee or agent with the intent of securing the Agreement or securing favorable
treatment with respect to the award, amendment or extension of the Agreement or the making of
any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement.

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2 In the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

4 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
5 such improper consideration. The report shall be made either to the County manager charged with
6 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
at (800) 544-6861.

7 Among other items, such improper consideration may take the form of cash, discounts, service,
8 the provision of travel or entertainment, or tangible gifts.

9 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

10 Should CONTRACTOR require additional or replacement personnel after the effective date of the
11 Agreement, Contractor shall give consideration for any such employment openings to participants
12 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence
13 (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
14 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
category to the CONTRACTOR.

15 **7. INDEPENDENT CONTRACTOR STATUS**

16 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
17 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
18 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY
and CONTRACTOR.

19 **8. EMPLOYEES OF CONTRACTOR**

20 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this
21 Agreement are, for purposes of Worker's Compensation liability, employees solely of
22 CONTRACTOR and not of COUNTY.

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2 **9. COMPLIANCE WITH ALL LAWS**

3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
22 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services,
Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd.,
Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically
identify this Agreement, and shall contain the express condition that COUNTY is to be given

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2 written notice by registered mail at least thirty (30) days in advance of any modification or
3 termination of insurance.

4 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
5 material breach of contract upon which COUNTY may immediately terminate or suspend this
6 Agreement.

7 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
8 additional insured and shall include:

9 1. General Liability insurance written on a commercial general liability form or on a
10 comprehensive general liability form covering the hazards of premises/operations,
11 contractual, independent contractors, advertising, products/completed operations,
12 broad form property damage, and personal injury with a combined single limit of
13 not less than \$1,000,000 per occurrence.

14 a. If written with an annual aggregate limit, the policy limit should be three
15 times the above required occurrence limit.

16 b. If written on a claims made form, the CONTRACTOR shall be required to
17 provide an extended two year reporting period commencing upon
18 termination or cancellation of this agreement.

19 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
20 vehicles with a combined single limit of not less than \$300,000 per occurrence.

21 B. Worker's Compensation insurance in an amount and form to meet all applicable
22 requirements of the Labor Code of the State of California, including Employer's Liability
with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to
cover.

C. Performance Surety: Such surety may be provided by one of the following forms and

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2 conditioned upon faithful performance and satisfactory completion of services by
3 CONTRACTOR.

- 4 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
5 upon demand and in an amount not less than \$500 per contract, but not to exceed
6 \$1,000.

7 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

8 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
9 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
10 following circumstances:

- 11 1. If CONTRACTOR fails to perform the service within the specified time or any
12 extension thereof: or
13 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
14 or so fails to make progress as to endanger performance of the Agreement in
15 accordance with its terms, and in either of these two circumstances does not cure
16 such failure within a period of ten (10) calendar days (or such longer period as the
17 COUNTY may authorize in writing) after receipt of notice from specifying such
18 failure.

19 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
20 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
21 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
22 to COUNTY for any excess costs for such similar services.

13. ADDITIONAL TERMINATION PROVISIONS

A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether he has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy law or not;
2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
3. The appointment of a Receiver or Trustee for the CONTRACTOR;
4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within 14 days.

B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of

California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel,

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2 terminate, or suspend the contract in accordance with paragraph 11 herein.

3 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
4 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
5 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
6 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
7 11.

8 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

9 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
10 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
11 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
12 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
13 or be otherwise subject to discrimination under this Agreement or under any project, program, or
14 activity supported by this Agreement.

15 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

16 CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the
17 employment eligibility of aliens and others, and that all persons performing services under this
18 Agreement are eligible for employment in the United States. CONTRACTOR represents that it has
19 secured and retained all required documentation verifying employment eligibility of its subject
20 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
21 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall
22 indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability
which may be assessed against COUNTY or CONTRACTOR.

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2 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

3 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all
4 individuals who benefit financially from COUNTY through contract are in compliance with their
5 court-ordered child, family and spousal support obligations in order to mitigate the economic
6 burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child
7 Support Compliance Program (County Code Chapter 2.200) and without limiting
8 CONTRACTOR'S duty under this contract to comply with all applicable provisions of law,
9 CONTRACTOR warrants that it is now in compliance and shall during the term of this contract
10 maintain compliance with employment and wage reporting requirements as required by the Federal
11 Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section
12 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District
13 Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to
Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

14 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

15 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph
16 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
17 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
18 Without limiting the rights and remedies available to COUNTY under any other provision of this
19 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
20 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

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2 **22. COUNTY'S QUALITY ASSURANCE PLAN**

3 The County or its agent will evaluate Contractor's performance under this agreement on not less
4 than an annual basis. Such evaluation will include assessing Contractor's compliance with all
5 contract terms and performance standards. Contractor deficiencies which County determines are
6 severe or continuing and that may place performance of the agreement in jeopardy if not corrected
7 will be reported to the Board of Supervisors. The report will include improvement/corrective action
8 measures taken by the County and Contractor. If improvement does not occur consistent with the
9 corrective action measures, County may terminate this agreement or impose other penalties as
specified in this agreement.

10 **23. CONTRACT DOCUMENT INCORPORATED**

11 The Contract entered in by this Agreement consists of the following Contract documents, all of
12 which are component parts of the Contract as if herein set out in full or attached hereto:

13 Information for Bidders
14 Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

15 All of the above-named contract documents are intended to be complementary. Work required by
16 one of the above-named contract documents and not by other shall be done as if required by all.

17 **24. MAXIMUM CONTRACT AMOUNT**

18 COUNTY'S maximum obligation under this Agreement is **\$12,448.00** including all fees and
19 expenses. (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses
20 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
21 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
22 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
contract amount, in the event additional services from the CONTRACTOR are required.

Any other change effecting the scope of work, price or other terms and conditions under this agreement must be approved by the County Board of Supervisors or Agricultural Commissioner. CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Agricultural Commissioner at the address herein provided in paragraph 11.

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term

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2 of a Contract with the COUNTY, (2) committed any act or omission which negatively
3 reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
4 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
5 reflects on same, (3) committed an act or offense which indicates a lack of business
6 integrity or business honesty, or (4) made or submitted a false claim against the COUNTY
or any other public entity.

7 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
8 will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
9 debarment and will advise the CONTRACTOR of the scheduled date for a debarment
10 hearing before the Contractor Hearing Board.

11 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
12 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative
13 shall be given an opportunity to submit evidence at that hearing. After the hearing, the
14 Contractor Hearing Board shall prepare a proposed decision, which shall contain a
15 recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the
16 appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of
17 the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR
may be deemed to have waived all rights of appeal.

18 A record of the hearing, the proposed decision, and any other recommendation of the
19 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of
20 Supervisors shall have the right to modify, deny, or adopt the proposed decision and
recommendation of the Hearing Board.

21 E. These terms shall also apply to Subcontractors of County Contractors.

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IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

RAYMOND G. FORTNER, JR.

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A
 Apple's Tractor Service
 WEED ABATEMENT TRACTOR CONTRACT
 First Year
 (July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 6 - Square Footage Discing	0-10,000 sq ft (M)	6 M \$148.00	\$ 888.00
	10,001-25,000 sq ft (N)	20 N \$168.00	\$ 3,360.00
	25,001 sq ft - 1 acre (P)	15 P \$208.00	\$ 3,120.00
	1/4 acre or portion thereof in excess of 1 acre-(Exc)	30 Exc \$ 68.00	\$ 2,040.00
Total Amount of Contract Awarded			<u>\$9,408.00</u>

WEED ABATEMENT TRACTOR CONTRACT AMENDMENT
Second Year
 (July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 6 - Square Footage Discing	0-10,000 sq ft (M)	6 M \$148.00	\$ 888.00
	10,001-25,000 sq ft (N)	30 N \$168.00	\$ 5,040.00
	25,001 sq ft - 1 acre (P)	15 P \$208.00	\$ 3,120.00
	1/4 acre or portion thereof in excess of 1 acre-(Exc)	50 Exc \$ 68.00	\$ 3,400.00
Total Amount of Contract Awarded			<u>\$12,448.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and KPS Property Maintenance, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

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PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the Information for Bidders, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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4 Agreement shall be for period commencing from the date of Board Approval, through June 30,
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6 12 months upon mutual agreement on terms acceptable to the COUNTY.

7 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
8 months from the expiration of the term as provided for herein above. Upon occurrence of this
9 event, Contractor shall send written notification to Agricultural Commissioner at the address herein
10 provided in paragraph 11.

11 **3. CONTRACTOR OBLIGATIONS**

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13 to paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
14 requirement during the term of this agreement.

15 **4. BILLING AND PAYMENT**

16 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in
17 accordance with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and
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any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement.

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4 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
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6 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
at (800) 544-6861.

7 Among other items, such improper consideration may take the form of cash, discounts, service, the
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7 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
8 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
9 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
10 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
11 laws, rules, regulations or ordinances.

12 **10. INDEMNIFICATION**

13 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
14 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
15 and all liability and expense, including defense costs and legal fees, arising from or connected with
16 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
17 operations or its services, which result from bodily injury, death, personal injury, or property
18 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
19 to indemnify for liability and expense arising from the active negligence of the COUNTY.

20 **11. INSURANCE**

21 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
22 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
primary to and not contributing with any other insurance maintained by the COUNTY.
Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured

endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.

a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.

b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable

requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated and CONTRACTOR shall be liable

1
2 to COUNTY for any excess costs for such similar services.

3 **13. ADDITIONAL TERMINATION PROVISIONS**

4 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
5 terminate this Agreement in the event of the occurrence of any of the following:

- 6 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
7 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
8 cannot pay its debts as they become due, whether he has committed an act of
9 bankruptcy or not, and whether insolvent within the meaning of the Federal
10 Bankruptcy law or not;
11 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
12 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
13 4. The execution by the CONTRACTOR of an assignment for their benefit of
14 creditors;
15 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
16 within 14 days.

17 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
18 are in addition to any other rights and remedies provided by law or under this Agreement.

19 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF**
20 **FUNDS**

21 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
22 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate

as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the

regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 142 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall

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2 indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability
3 which may be assessed against COUNTY or CONTRACTOR.

4 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
5 **COMPLIANCE PROGRAM"**

6 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all
7 individuals who benefit financially from COUNTY through contract are in compliance with their
8 court-ordered child, family and spousal support obligations in order to mitigate the economic
9 burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child
10 Support Compliance Program (County Code Chapter 2.200) and without limiting
11 CONTRACTOR'S duty under this contract to comply with all applicable provisions of law,
12 CONTRACTOR warrants that it is now in compliance and shall during the term of this contract
13 maintain compliance with employment and wage reporting requirements as required by the Federal
14 Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section
15 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District
16 Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to
17 Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

18 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
19 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

20 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph
21 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
22 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
Without limiting the rights and remedies available to COUNTY under any other provision of this
contract, failure to cure such default within 90 days of notice by the Los Angeles County District
Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

1
2 **22. COUNTY'S QUALITY ASSURANCE PLAN**

3 The County or its agent will evaluate Contractor's performance under this agreement on not less
4 than an annual basis. Such evaluation will include assessing Contractor's compliance with all
5 contract terms and performance standards. Contractor deficiencies which County determines are
6 severe or continuing and that may place performance of the agreement in jeopardy if not corrected
7 will be reported to the Board of Supervisors. The report will include improvement/corrective action
8 measures taken by the County and Contractor. If improvement does not occur consistent with the
9 corrective action measures, County may terminate this agreement or impose other penalties as
specified in this agreement.

10 **23. CONTRACT DOCUMENT INCORPORATED**

11 The Contract entered in by this Agreement consists of the following Contract documents, all of
12 which are component parts of the Contract as if herein set out in full or attached hereto:

13 Information for Bidders
14 Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

15 All of the above-named contract documents are intended to be complementary. Work required by
16 one of the above-named contract documents and not by other shall be done as if required by all.

17 **24. MAXIMUM CONTRACT AMOUNT**

18 COUNTY'S maximum obligation under this Agreement is **\$29,250.00** including all fees and
19 expenses. (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses
20 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
21 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
22 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
contract amount, in the event additional services from the CONTRACTOR are required.

Any other change effecting the scope of work, price or other terms and conditions under this agreement must be approved by the County Board of Supervisors or Agricultural Commissioner. CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Agricultural Commissioner at the address herein provided in paragraph 11.

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term

1
2 of a Contract with the COUNTY, (2) committed any act or omission which negatively
3 reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
4 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
5 reflects on same, (3) committed an act or offense which indicates a lack of business
6 integrity or business honesty, or (4) made or submitted a false claim against the COUNTY
or any other public entity.

7 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
8 will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
9 debarment and will advise the CONTRACTOR of the scheduled date for a debarment
10 hearing before the Contractor Hearing Board.

11 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
12 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative
13 shall be given an opportunity to submit evidence at that hearing. After the hearing, the
14 Contractor Hearing Board shall prepare a proposed decision, which shall contain a
15 recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the
16 appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of
17 the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR
may be deemed to have waived all rights of appeal.

18 A record of the hearing, the proposed decision, and any other recommendation of the
19 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of
20 Supervisors shall have the right to modify, deny, or adopt the proposed decision and
recommendation of the Hearing Board.

21 E. These terms shall also apply to Subcontractors of County Contractors.

22 //

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

RAYMOND G. FORTNER, JR.

By _____

By _____
Deputy

Address _____

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APPENDIX A
KPS Property Maintenance
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 3, Hourly Mowing	75 units	\$90.00	\$ 6,750.00
Total Amount of Contract Awarded			\$ 6,750.00

WEED ABATEMENT TRACTOR CONTRACT AMENDMENT
Second Year
(July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 3, Hourly Mowing	325 units	\$90.00	\$29,250.00
Total Amount of Contract Awarded			<u>\$29,250.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Ray Byers and Company, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the Information for Bidders, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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2 **2. TERM OF AGREEMENT**

3 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
4 Agreement shall be for period commencing from the date of Board Approval, through June 30,
5 2005. It may be extended two times upon mutual agreement. Each extension period shall be for
6 12 months upon mutual agreement on terms acceptable to the COUNTY.

7 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
8 months from the expiration of the term as provided for herein above. Upon occurrence of this
9 event, Contractor shall send written notification to Agricultural Commissioner at the address herein
10 provided in paragraph 11.

11 **3. CONTRACTOR OBLIGATIONS**

12 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant
13 to paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
14 requirement during the term of this agreement.

15 **4. BILLING AND PAYMENT**

16 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in
17 accordance with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and
18 rate of service to be provided, are itemized in attached Appendix A.

19 **5. TERMINATION FOR IMPROPER CONSIDERATION**

20 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
21 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
22 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
officer, employee or agent with the intent of securing the Agreement or securing favorable
treatment with respect to the award, amendment or extension of the Agreement or the making of
any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement.

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2 In the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

4 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
5 such improper consideration. The report shall be made either to the County manager charged with
6 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
at (800) 544-6861.

7 Among other items, such improper consideration may take the form of cash, discounts, service, the
8 provision of travel or entertainment, or tangible gifts.

9 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

10 Should CONTRACTOR require additional or replacement personnel after the effective date of the
11 Agreement, Contractor shall give consideration for any such employment openings to participants
12 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence
13 (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
14 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
category to the CONTRACTOR.

15 **7. INDEPENDENT CONTRACTOR STATUS**

16 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
17 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
18 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY
and CONTRACTOR.

19 **8. EMPLOYEES OF CONTRACTOR**

20 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this
21 Agreement are, for purposes of Worker's Compensation liability, employees solely of
22 CONTRACTOR and not of COUNTY.

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2 **9. COMPLIANCE WITH ALL LAWS**

3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
22 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services,
Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd.,
Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically
identify this Agreement, and shall contain the express condition that COUNTY is to be given

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2 written notice by registered mail at least thirty (30) days in advance of any modification or
3 termination of insurance.

4 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
5 material breach of contract upon which COUNTY may immediately terminate or suspend this
6 Agreement.

7 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
8 additional insured and shall include:

9 1. General Liability insurance written on a commercial general liability form or on a
10 comprehensive general liability form covering the hazards of premises/operations,
11 contractual, independent contractors, advertising, products/completed operations,
12 broad form property damage, and personal injury with a combined single limit of
13 not less than \$1,000,000 per occurrence.

14 a. If written with an annual aggregate limit, the policy limit should be three
15 times the above required occurrence limit.

16 b. If written on a claims made form, the CONTRACTOR shall be required to
17 provide an extended two year reporting period commencing upon
18 termination or cancellation of this agreement.

19 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
20 vehicles with a combined single limit of not less than \$300,000 per occurrence.

21 B. Worker's Compensation insurance in an amount and form to meet all applicable
22 requirements of the Labor Code of the State of California, including Employer's Liability
with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to
cover.

C. Performance Surety: Such surety may be provided by one of the following forms and

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2 conditioned upon faithful performance and satisfactory completion of services by
3 CONTRACTOR.

- 4 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
5 upon demand and in an amount not less than \$500 per contract, but not to exceed
6 \$1,000.

7 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

8 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
9 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
10 following circumstances:

- 11 1. If CONTRACTOR fails to perform the service within the specified time or any
12 extension thereof: or
13 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
14 or so fails to make progress as to endanger performance of the Agreement in
15 accordance with its terms, and in either of these two circumstances does not cure
16 such failure within a period of ten (10) calendar days (or such longer period as the
17 COUNTY may authorize in writing) after receipt of notice from specifying such
18 failure.

19 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
20 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
21 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
22 to COUNTY for any excess costs for such similar services.

13. ADDITIONAL TERMINATION PROVISIONS

A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether he has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy law or not;
2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
3. The appointment of a Receiver or Trustee for the CONTRACTOR;
4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within 14 days.

B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of

California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

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A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel,

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2 terminate, or suspend the contract in accordance with paragraph 11 herein.

3 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
4 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
5 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
6 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
7 11.

8 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

9 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
10 1964, 142 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on
11 grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital
12 status, political affiliation, or national origin, be excluded from participation in, be denied the
13 benefits of, or be otherwise subject to discrimination under this Agreement or under any project,
14 program, or activity supported by this Agreement.

15 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

16 CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the
17 employment eligibility of aliens and others, and that all persons performing services under this
18 Agreement are eligible for employment in the United States. CONTRACTOR represents that it has
19 secured and retained all required documentation verifying employment eligibility of its subject
20 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
21 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall
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which may be assessed against COUNTY or CONTRACTOR.

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2 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

3 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all
4 individuals who benefit financially from COUNTY through contract are in compliance with their
5 court-ordered child, family and spousal support obligations in order to mitigate the economic
6 burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child
7 Support Compliance Program (County Code Chapter 2.200) and without limiting
8 CONTRACTOR'S duty under this contract to comply with all applicable provisions of law,
9 CONTRACTOR warrants that it is now in compliance and shall during the term of this contract
10 maintain compliance with employment and wage reporting requirements as required by the Federal
11 Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section
12 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District
13 Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to
Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

14 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

15 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph
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18 Without limiting the rights and remedies available to COUNTY under any other provision of this
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20 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

21 //

22 //

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2 **22. COUNTY'S QUALITY ASSURANCE PLAN**

3 The County or its agent will evaluate Contractor's performance under this agreement on not less
4 than an annual basis. Such evaluation will include assessing Contractor's compliance with all
5 contract terms and performance standards. Contractor deficiencies which County determines are
6 severe or continuing and that may place performance of the agreement in jeopardy if not corrected
7 will be reported to the Board of Supervisors. The report will include improvement/corrective action
8 measures taken by the County and Contractor. If improvement does not occur consistent with the
9 corrective action measures, County may terminate this agreement or impose other penalties as
specified in this agreement.

10 **23. CONTRACT DOCUMENT INCORPORATED**

11 The Contract entered in by this Agreement consists of the following Contract documents, all of
12 which are component parts of the Contract as if herein set out in full or attached hereto:

13 Information for Bidders
14 Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

15 All of the above-named contract documents are intended to be complementary. Work required by
16 one of the above-named contract documents and not by other shall be done as if required by all.

17 **24. MAXIMUM CONTRACT AMOUNT**

18 COUNTY'S maximum obligation under this Agreement is **\$100,515.00** including all fees and
19 expenses. (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses
20 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
21 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
22 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
contract amount, in the event additional services from the CONTRACTOR are required.

Any other change effecting the scope of work, price or other terms and conditions under this agreement must be approved by the County Board of Supervisors or Agricultural Commissioner. CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Agricultural Commissioner at the address herein provided in paragraph 11.

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term

1
2 of a Contract with the COUNTY, (2) committed any act or omission which negatively
3 reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
4 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
5 reflects on same, (3) committed an act or offense which indicates a lack of business
6 integrity or business honesty, or (4) made or submitted a false claim against the COUNTY
or any other public entity.

7 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
8 will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
9 debarment and will advise the CONTRACTOR of the scheduled date for a debarment
10 hearing before the Contractor Hearing Board.

11 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
12 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative
13 shall be given an opportunity to submit evidence at that hearing. After the hearing, the
14 Contractor Hearing Board shall prepare a proposed decision, which shall contain a
15 recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the
16 appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of
17 the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR
may be deemed to have waived all rights of appeal.

18 A record of the hearing, the proposed decision, and any other recommendation of the
19 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of
20 Supervisors shall
21 have the right to modify, deny, or adopt the proposed decision and recommendation of the
Hearing Board.

22 E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

RAYMOND G. FORTNER, JR.

By _____

By _____
Deputy

Address _____

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APPENDIX A
Ray Byers and Company
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 4, Hourly Mowing	80 hrs	\$120.00	\$ 9,600.00
Zone 5, Hourly Mowing	100 hrs	\$128.00	\$12,800.00
Section I, Hourly Mowing/Mulching	275 hrs	\$145.00	\$39,875.00
Total Amount of Contract Awarded			<u>\$62,275.00</u>

WEED ABATEMENT TRACTOR CONTRACT AMENDMENT
Second Year
(July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 4, Hourly Mowing	260 hrs	\$120.00	\$31,200.00
Zone 5, Hourly Mowing	230 hrs	\$128.00	\$29,440.00
Section I, Hourly Mowing/Mulching	275 hrs	\$145.00	\$39,875.00
Total Amount of Contract Awarded			<u>\$100,515.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and SR Landscape, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the Information for Bidders, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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2 **2. TERM OF AGREEMENT**

3 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
4 Agreement shall be for period commencing from the date of Board Approval, through June 30,
5 2005. It may be extended two times upon mutual agreement. Each extension period shall be for
6 12 months upon mutual agreement on terms acceptable to the COUNTY.

7 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
8 months from the expiration of the term as provided for herein above. Upon occurrence of this
9 event, Contractor shall send written notification to Agricultural Commissioner at the address herein
10 provided in paragraph 11.

11 **3. CONTRACTOR OBLIGATIONS**

12 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant
13 to paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
14 requirement during the term of this agreement.

15 **4. BILLING AND PAYMENT**

16 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in
17 accordance with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and
18 rate of service to be provided, are itemized in attached Appendix A.

19 **5. TERMINATION FOR IMPROPER CONSIDERATION**

20 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
21 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
22 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
officer, employee or agent with the intent of securing the Agreement or securing favorable
treatment with respect to the award, amendment or extension of the Agreement or the making of
any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement.

1
2 In the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

4 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
5 such improper consideration. The report shall be made either to the County manager charged with
6 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
at (800) 544-6861.

7 Among other items, such improper consideration may take the form of cash, discounts, service, the
8 provision of travel or entertainment, or tangible gifts.

9 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

10 Should CONTRACTOR require additional or replacement personnel after the effective date of the
11 Agreement, Contractor shall give consideration for any such employment openings to participants
12 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence
13 (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
14 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
category to the CONTRACTOR.

15 **7. INDEPENDENT CONTRACTOR STATUS**

16 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
17 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
18 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY
and CONTRACTOR.

19 **8. EMPLOYEES OF CONTRACTOR**

20 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this
21 Agreement are, for purposes of Worker's Compensation liability, employees solely of
22 CONTRACTOR and not of COUNTY.

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2 **9. COMPLIANCE WITH ALL LAWS**

3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
22 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services,
Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd.,
Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically
identify this Agreement, and shall contain the express condition that COUNTY is to be given

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2 written notice by registered mail at least thirty (30) days in advance of any modification or
3 termination of insurance.

4 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
5 material breach of contract upon which COUNTY may immediately terminate or suspend this
6 Agreement.

7 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
8 additional insured and shall include:

9 1. General Liability insurance written on a commercial general liability form or on a
10 comprehensive general liability form covering the hazards of premises/operations,
11 contractual, independent contractors, advertising, products/completed operations,
12 broad form property damage, and personal injury with a combined single limit of
13 not less than \$1,000,000 per occurrence.

14 a. If written with an annual aggregate limit, the policy limit should be three
15 times the above required occurrence limit.

16 b. If written on a claims made form, the CONTRACTOR shall be required to
17 provide an extended two year reporting period commencing upon
18 termination or cancellation of this agreement.

19 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
20 vehicles with a combined single limit of not less than \$300,000 per occurrence.

21 B. Worker's Compensation insurance in an amount and form to meet all applicable
22 requirements of the Labor Code of the State of California, including Employer's Liability
with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to
cover.

C. Performance Surety: Such surety may be provided by one of the following forms and

1
2 conditioned upon faithful performance and satisfactory completion of services by
3 CONTRACTOR.

- 4 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
5 upon demand and in an amount not less than \$500 per contract, but not to exceed
6 \$1,000.

7 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

8 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
9 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
10 following circumstances:

- 11 1. If CONTRACTOR fails to perform the service within the specified time or any
12 extension thereof: or
13 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
14 or so fails to make progress as to endanger performance of the Agreement in
15 accordance with its terms, and in either of these two circumstances does not cure
16 such failure within a period of ten (10) calendar days (or such longer period as the
17 COUNTY may authorize in writing) after receipt of notice from specifying such
18 failure.

19 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
20 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
21 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
22 to COUNTY for any excess costs for such similar services.

13. ADDITIONAL TERMINATION PROVISIONS

A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether he has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy law or not;
2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
3. The appointment of a Receiver or Trustee for the CONTRACTOR;
4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within 14 days.

B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of

California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel,

1
2 terminate, or suspend the contract in accordance with paragraph 11 herein.

3 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
4 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
5 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
6 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
7 11.

8 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

9 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
10 1964, 142 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on
11 grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital
12 status, political affiliation, or national origin, be excluded from participation in, be denied the
13 benefits of, or be otherwise subject to discrimination under this Agreement or under any project,
14 program, or activity supported by this Agreement.

15 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

16 CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the
17 employment eligibility of aliens and others, and that all persons performing services under this
18 Agreement are eligible for employment in the United States. CONTRACTOR represents that it has
19 secured and retained all required documentation verifying employment eligibility of its subject
20 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
21 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall
22 indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability
which may be assessed against COUNTY or CONTRACTOR.

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2 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

3 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all
4 individuals who benefit financially from COUNTY through contract are in compliance with their
5 court-ordered child, family and spousal support obligations in order to mitigate the economic
6 burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child
7 Support Compliance Program (County Code Chapter 2.200) and without limiting
8 CONTRACTOR'S duty under this contract to comply with all applicable provisions of law,
9 CONTRACTOR warrants that it is now in compliance and shall during the term of this contract
10 maintain compliance with employment and wage reporting requirements as required by the Federal
11 Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section
12 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District
13 Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to
Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

14 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

15 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph
16 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
17 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
18 Without limiting the rights and remedies available to COUNTY under any other provision of this
19 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
20 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

21 //

1
2 **22. COUNTY'S QUALITY ASSURANCE PLAN**

3 The County or its agent will evaluate Contractor's performance under this agreement on not less
4 than an annual basis. Such evaluation will include assessing Contractor's compliance with all
5 contract terms and performance standards. Contractor deficiencies which County determines are
6 severe or continuing and that may place performance of the agreement in jeopardy if not corrected
7 will be reported to the Board of Supervisors. The report will include improvement/corrective action
8 measures taken by the County and Contractor. If improvement does not occur consistent with the
9 corrective action measures, County may terminate this agreement or impose other penalties as
specified in this agreement.

10 **23. CONTRACT DOCUMENT INCORPORATED**

11 The Contract entered in by this Agreement consists of the following Contract documents, all of
12 which are component parts of the Contract as if herein set out in full or attached hereto:

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14 Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

15 All of the above-named contract documents are intended to be complementary. Work required by
16 one of the above-named contract documents and not by other shall be done as if required by all.

17 **24. MAXIMUM CONTRACT AMOUNT**

18 COUNTY'S maximum obligation under this Agreement is **\$21,000.00** including all fees and
19 expenses. (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses
20 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
21 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
22 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
contract amount, in the event additional services from the CONTRACTOR are required.

Any other change effecting the scope of work, price or other terms and conditions under this agreement must be approved by the County Board of Supervisors or Agricultural Commissioner. CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Agricultural Commissioner at the address herein provided in paragraph 11.

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible Contractors.

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C. Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term

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2 of a Contract with the COUNTY, (2) committed any act or omission which negatively
3 reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
4 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
5 reflects on same, (3) committed an act or offense which indicates a lack of business
6 integrity or business honesty, or (4) made or submitted a false claim against the COUNTY
or any other public entity.

7 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
8 will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
9 debarment and will advise the CONTRACTOR of the scheduled date for a debarment
10 hearing before the Contractor Hearing Board.

11 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
12 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative
13 shall be given an opportunity to submit evidence at that hearing. After the hearing, the
14 Contractor Hearing Board shall prepare a proposed decision, which shall contain a
15 recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the
16 appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of
17 the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR
may be deemed to have waived all rights of appeal.

18 A record of the hearing, the proposed decision, and any other recommendation of the
19 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of
20 Supervisors shall have the right to modify, deny, or adopt the proposed decision and
recommendation of the Hearing Board.

21 E. These terms shall also apply to Subcontractors of County Contractors.

22 //

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

RAYMOND G. FORTNER, JR.

By _____

By _____
Deputy

Address _____

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APPENDIX A
SR Landscape
WEED ABATEMENT BRUSH HANDWORK CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zones 6 & 9, Item 1	1,000 units	\$10.50	\$10,500.00
Total Amount of Contract Awarded			\$10,500.00

WEED ABATEMENT BRUSH HANDWORK CONTRACT AMENDMENT
Second Year
(July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 6	1,000	\$10.50	\$10,500.00
Zone 9	1,000	\$10.50	\$10,500.00
Total Amount of Contract Awarded			<u>\$21,000.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Pan American Brush Clearance, Inc., a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the Information for Bidders, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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1
2 **2. TERM OF AGREEMENT**

3 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
4 Agreement shall be for period commencing from the date of Board Approval, through June 30,
5 2005. It may be extended two times upon mutual agreement. Each extension period shall be for
6 12 months upon mutual agreement on terms acceptable to the COUNTY.

7 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
8 months from the expiration of the term as provided for herein above. Upon occurrence of this
9 event, Contractor shall send written notification to Agricultural Commissioner at the address herein
10 provided in paragraph 11.

11 **3. CONTRACTOR OBLIGATIONS**

12 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant
13 to paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
14 requirement during the term of this agreement.

15 **4. BILLING AND PAYMENT**

16 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in
17 accordance with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and
18 rate of service to be provided, are itemized in attached Appendix A.

19 **5. TERMINATION FOR IMPROPER CONSIDERATION**

20 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
21 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
22 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
officer, employee or agent with the intent of securing the Agreement or securing favorable
treatment with respect to the award, amendment or extension of the Agreement or the making of
any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement.

1
2 In the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

4 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
5 such improper consideration. The report shall be made either to the County manager charged with
6 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
at (800) 544-6861.

7 Among other items, such improper consideration may take the form of cash, discounts, service, the
8 provision of travel or entertainment, or tangible gifts.

9 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

10 Should CONTRACTOR require additional or replacement personnel after the effective date of the
11 Agreement, Contractor shall give consideration for any such employment openings to participants
12 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence
13 (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
14 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
category to the CONTRACTOR.

15 **7. INDEPENDENT CONTRACTOR STATUS**

16 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
17 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
18 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY
and CONTRACTOR.

19 **8. EMPLOYEES OF CONTRACTOR**

20 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this
21 Agreement are, for purposes of Worker's Compensation liability, employees solely of
22 CONTRACTOR and not of COUNTY.

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2 **9. COMPLIANCE WITH ALL LAWS**

3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
22 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services,
Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd.,
Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically
identify this Agreement, and shall contain the express condition that COUNTY is to be given

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2 written notice by registered mail at least thirty (30) days in advance of any modification or
3 termination of insurance.

4 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
5 material breach of contract upon which COUNTY may immediately terminate or suspend this
6 Agreement.

7 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
8 additional insured and shall include:

9 1. General Liability insurance written on a commercial general liability form or on a
10 comprehensive general liability form covering the hazards of premises/operations,
11 contractual, independent contractors, advertising, products/completed operations,
12 broad form property damage, and personal injury with a combined single limit of
13 not less than \$1,000,000 per occurrence.

14 a. If written with an annual aggregate limit, the policy limit should be three
15 times the above required occurrence limit.

16 b. If written on a claims made form, the CONTRACTOR shall be required to
17 provide an extended two year reporting period commencing upon
18 termination or cancellation of this agreement.

19 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
20 vehicles with a combined single limit of not less than \$300,000 per occurrence.

21 B. Worker's Compensation insurance in an amount and form to meet all applicable
22 requirements of the Labor Code of the State of California, including Employer's Liability
with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to
cover.

C. Performance Surety: Such surety may be provided by one of the following forms and

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2 conditioned upon faithful performance and satisfactory completion of services by
3 CONTRACTOR.

- 4 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
5 upon demand and in an amount not less than \$500 per contract, but not to exceed
6 \$1,000.

7 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

8 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
9 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
10 following circumstances:

- 11 1. If CONTRACTOR fails to perform the service within the specified time or any
12 extension thereof: or
13 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
14 or so fails to make progress as to endanger performance of the Agreement in
15 accordance with its terms, and in either of these two circumstances does not cure
16 such failure within a period of ten (10) calendar days (or such longer period as the
17 COUNTY may authorize in writing) after receipt of notice from specifying such
18 failure

19 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
20 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
21 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
22 to COUNTY for any excess costs for such similar services.

13. ADDITIONAL TERMINATION PROVISIONS

A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether he has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy law or not;
2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
3. The appointment of a Receiver or Trustee for the CONTRACTOR;
4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within 14 days.

B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of

California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel,

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2 terminate, or suspend the contract in accordance with paragraph 11 herein.

3 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
4 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
5 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
6 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
7 11.

8 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

9 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
10 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
11 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
12 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
13 or be otherwise subject to discrimination under this Agreement or under any project, program, or
14 activity supported by this Agreement.

15 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

16 CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the
17 employment eligibility of aliens and others, and that all persons performing services under this
18 Agreement are eligible for employment in the United States. CONTRACTOR represents that it has
19 secured and retained all required documentation verifying employment eligibility of its subject
20 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
21 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall
22 indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability
which may be assessed against COUNTY or CONTRACTOR.

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2 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

3 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all
4 individuals who benefit financially from COUNTY through contract are in compliance with their
5 court-ordered child, family and spousal support obligations in order to mitigate the economic
6 burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child
7 Support Compliance Program (County Code Chapter 2.200) and without limiting
8 CONTRACTOR'S duty under this contract to comply with all applicable provisions of law,
9 CONTRACTOR warrants that it is now in compliance and shall during the term of this contract
10 maintain compliance with employment and wage reporting requirements as required by the Federal
11 Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section
12 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District
13 Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to
Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

14 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

15 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph
16 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
17 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
18 Without limiting the rights and remedies available to COUNTY under any other provision of this
19 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
20 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

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2 **22. COUNTY'S QUALITY ASSURANCE PLAN**

3 The County or its agent will evaluate Contractor's performance under this agreement on not less
4 than an annual basis. Such evaluation will include assessing Contractor's compliance with all
5 contract terms and performance standards. Contractor deficiencies which County determines are
6 severe or continuing and that may place performance of the agreement in jeopardy if not corrected
7 will be reported to the Board of Supervisors. The report will include improvement/corrective action
8 measures taken by the County and Contractor. If improvement does not occur consistent with the
9 corrective action measures, County may terminate this agreement or impose other penalties as
specified in this agreement.

10 **23. CONTRACT DOCUMENT INCORPORATED**

11 The Contract entered in by this Agreement consists of the following Contract documents, all of
12 which are component parts of the Contract as if herein set out in full or attached hereto:

13 Information for Bidders
14 Bidder's Required Documents
General Specifications, February 2004
Bid Proposal
Bid Award Letter

15 All of the above-named contract documents are intended to be complementary. Work required by
16 one of the above-named contract documents and not by other shall be done as if required by all.

17 **24. MAXIMUM CONTRACT AMOUNT**

18 COUNTY'S maximum obligation under this Agreement is **\$19,700.00** including all fees and
19 expenses. (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses
20 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
21 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
22 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
contract amount in the event additional services from the CONTRACTOR are required.

Any other change effecting the scope of work, price or other terms and conditions under this agreement must be approved by the County Board of Supervisors or Agricultural Commissioner. CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Agricultural Commissioner at the address herein provided in paragraph 11.

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term

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2 of a Contract with the COUNTY, (2) committed any act or omission which negatively
3 reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
4 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
5 reflects on same, (3) committed an act or offense which indicates a lack of business
6 integrity or business honesty, or (4) made or submitted a false claim against the COUNTY
or any other public entity.

7 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
8 will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
9 debarment and will advise the CONTRACTOR of the scheduled date for a debarment
10 hearing before the Contractor Hearing Board.

11 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
12 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative
13 shall be given an opportunity to submit evidence at that hearing. After the hearing, the
14 Contractor Hearing Board shall prepare a proposed decision, which shall contain a
15 recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the
16 appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of
17 the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR
may be deemed to have waived all rights of appeal.

18 A record of the hearing, the proposed decision, and any other recommendation of the
19 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of
20 Supervisors shall have the right to modify, deny, or adopt the proposed decision and
recommendation of the Hearing Board.

21 E. These terms shall also apply to Subcontractors of County Contractors.

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IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Chair, Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

By _____
Deputy

By _____

Date _____

Address _____

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APPENDIX A

Pan American Brush Clearance, Inc.
WEED ABATEMENT WEED POISON OAK CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
All Zones	4,000 units	\$3.94	\$15,760.00
Total Amount of Contract Awarded			<u>\$15,760.00</u>

WEED ABATEMENT BRUSH HANDWORK CONTRACT AMENDMENT
Second Year
(July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
All Zones	5,000 units	\$3.94	\$19,700.00
Total Amount of Contract Awarded			<u>\$19,700.00</u>

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